

Alaska Industrial Development and Export Authority
REQUEST FOR PROPOSALS PACKAGE

PART

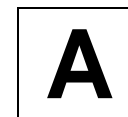


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Proposed Statement of Services

Other: None

ISSUING OFFICE

Agency Contact & Phone No.....: Rich Wooten, CDT, CPSM – 907.771.3019
Contracting Division: Alaska Industrial Development and Export Authority

PROJECT

RFP NUMBER: 16101

Project Site (City, Village, etc.).....: Anchorage, Alaska
Project Title & Contract Description: AIDEA / AEA Office Building Remodel

The Contractor shall provide professional design services for the Remodel of the AEA/AIDEA Office Building located in Anchorage, Alaska. Services may include master planning, programming, condition surveys of the existing facilities, surveying, and design and construction related services.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: March 2016 –March 2022

Estimated amount of proposed contract:

<input type="checkbox"/> Less than \$100,000	<input type="checkbox"/> \$100,000 to \$250,000	<input type="checkbox"/> \$1,000,000 or greater
<input type="checkbox"/> \$250,000 to \$500,000	<input checked="" type="checkbox"/> \$500,000 to \$1,000,000	

Proposed Method(s) of Payment:

<input type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Firm Fixed Price (FFP)	<input type="checkbox"/> Cost Plus Fixed Fee (CPFF)
	<input checked="" type="checkbox"/> Other: Various	

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (3 AAC 100.360). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: February 4, 2016 PREVAILING TIME: 3:00PM

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):
AIDEA
813 West Northern Lights Blvd.
Anchorage, Alaska 99503

IMPORTANT NOTICE: If you downloaded this solicitation from the AIDEA’s Website, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror’s responsibility to insure that they have received all addenda affecting this RFP. To register, go to www.AIDEA.org and provide the project name & number, company name & contact person, address, phone number & fax number.

PART

SELECTION PROCEDURE



1. Competitive Sealed Proposals will be evaluated by a committee (3 AAC 100.370). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a potential range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Authority's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 If only 1-3 proposals are received the rating scale may be adjusted. A rating of "5" = Best Response from all Offerors "4" to "3" = progressively less responsive; "0" = Non-Responsive. (1-2 will not be used)
 - 2.3 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.4 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C -and Section II - Price (if applicable) and bidder preference will be calculated based on criteria descriptions.
 - 2.5 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including but not limited to, projects referenced in proposal, available written evaluations, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as, but not limited to, overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions after the Evaluation Committee, in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (3 AAC 100.400). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (3 AAC 100.400).
5. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART



1. The Contracting Agency is an equal opportunity employer.
2. Copies of the Contract General **Conditions** are attached.
3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Authority. The Authority shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Authority expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
5. All proposals shall be open for public inspection per (3 AAC 100.680) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Authority and Executive Director.
6. Substitution for any personnel named in a proposal may result in termination of negotiations and the contract.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with PL-92.582 Brooks Act for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required.
10. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in Appendix D, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

11. Professional Liability Insurance for the proposed contract: is not required
 is required as shown on Appendix D, Indemnification and Insurance.

12. Pre-proposal Conference: None As follows:

No pre-proposal conference is planned. However, the Authority reserves the option to schedule a conference at its option.

13. Special Notices:

13.1 The following files are available on our FTP
<ftp://ftp.aidea.org/16101%20AIDEA%20AEA%20Office%20Building%20Remodel/>

- Scanned As-Builts as of 11-30-09
- HVAC Reports
- Asbestos Re-inspection Report 2005

13.2 Remodel may be designed and built in phases based on multiple years of funding. The Contracting Agency reserves the right to negotiate and add by amendment additional services depending on the available construction funds and phasing of the construction project.

SUBMITTAL CHECKLIST

Offeror may use left margin to check off items when completed.

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate an Offer from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Authority if the protest is not received in writing at least ten Authority work days prior to the Offer deadline (3 AAC 100.200).
- [] 2. Review Part A - RFP and the proposed Statement of Work and any other attached or referenced materials. If no Statement of Work is attached, telephone the Authority contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Work. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Work. Marketing brochures, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. *Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.*
- [] 6. Price is is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare *Billing Rates and/or Price Proposals* as described in Criteria #10 and/or #11.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with Offer, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (*except any Billing Rates or Price Proposals*) to Part D - Proposal Form. The maximum number of attached pages (*each printed side equals one page*) for Criteria Responses shall not exceed: **Ten.** Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in *8-1/2" X 11" format*, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

Submittal Items

- [] 9. None.
- [] 10. Parts A, B and C of the RFP and the proposed Statement of Services shall not be returned to the Contracting Agency. *Offers shall consist of the following applicable items assembled as follows and in the order listed:*
- [] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- *except Billing Rates, Price Proposals* -- attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. CAUTION: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 10.2 Number of copies of Part D (*all pages*) and Criteria Responses (*except Billing Rates, and Price Proposals*) required is: **Five (5) plus One (1) copy provided via electronic file on a flash drive.**
- [] 10.3 If *Billing Rates and/or Price Proposals* are required, *one copy* bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a *Billing Rates or Price Proposal* and the names of the Project and Offeror. Each *Billing Rates or Price Proposal* must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [] 10.5 CAUTION: If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may be rejected at the Authority's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [] 11. Deliver *Offers in one sealed package* to the location and before the submittal deadline cited in Part A - RFP. *Mark the outside of the package* to identify the Project and the Offeror. Offers must be received prior to the specified date and time. Late Offers will not be opened (3 AAC 100.370).

EVALUATION CRITERIA

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 5

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 20

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office* and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

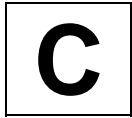
4. Weight: 30

Response must name the individuals to perform the following FUNCTIONS plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Civil Engineering*
4. Mechanical Engineering*
5. Structural Engineering*
6. Electrical Engineering*
7. Project Architect*
8. Cost Estimating

*All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require an Alaska Registration and must be identified in your proposal.

Continued Next Page



Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources

5. Weight: 5

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance

6. Weight: 15

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The Authority reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Specifically, address team's architectural and mechanical/electrical experience in the following areas:

- Phased remodeling (occupied building)
- Projects demonstrating energy efficiency, sustainability

7. Quality of Proposal

7. Weight: 5

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

8.

8. Weight: 0

9.

9. Weight: 0

SECTION II - PRICE

10. Total Price Proposal (Required Format)

11. Weight: 0

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

- Show project title, project number, and Offeror or Subcontractor Name.
- Direct Costs of Direct Labor (DCDL)**
Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (ref.: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate(\$/hr)</u>	<u>Proposed Costs (\$)</u>
				Total DCDL: \$ _____

- Indirect Costs (IDC)**
These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.
IDC Rate: _____ % IDC Amount: \$ _____

- Other Direct Costs (ODC)**
These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g.: transportation, food and lodging, reproduction, etc.) - if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**
- | <u>Item</u> | <u>Quantity</u> | <u>Cost (\$/Unit)</u> | <u>Proposed Costs (\$)</u> |
|-------------|-----------------|-----------------------|----------------------------|
| | | | Total ODC: \$ _____ |

- Total Proposed Cost**
Sum of DCDL + IDC + ODC
Total Cost: \$ _____

- Proposed Fee**
List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).
Proposed Fee: \$ _____

- Total Proposed Price**
Sum of Total Proposed Cost plus Proposed FEE.
Total Price: \$ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

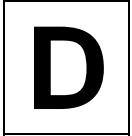
*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%

**Alaska Industrial Development and Export Authority
PROPOSAL FORM**

PART



THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL. Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

PROJECT

Project Title: AIDEA / AEA Office Building Remodel
RFP No.....: 16101

OFFEROR (CONTRACTOR)

Contractor.....:
Street.....:
P.O. Box.....:
City, State, Zip.....:
Alaska Business License Number:
Federal Tax Identification No.:
Individual(s) to sign contract:
Title(s):
Type of business enterprise (check one).....: [] Corporation in the state of . :
[] Individual [] Partnership [] Other(specify)

ALASKA BIDDER PREFERENCES (IF NO FEDERAL FUNDING)

Check if the preference that you claim for the proposed contract (reference Criteria 10 & 11 in Part C):
[] Alaska Bidder (Offeror)

PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	<u>AK Business License No.</u>

CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, 4) Trade Restrictions/Suspension/Debarment, 5) Foreign Contracting and 6) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Authority is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors.

Signature.....: _____
Name: _____
Title: _____
Date: _____
Telephone (voice): _____
(fax): _____
Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>]

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements APPENDIX D, Indemnification and Insurance.

CERTIFICATION - COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter – that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Project No: Agreement No: Date Prepared:
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CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is

\$ 1,000,000

**ARTICLE D3
MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
 - Right-of-Way Fee Appraisals
 - Photogrammetric Mapping Services
 - Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER Signature: _____ Date: _____
Name: _____
Title: _____

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY
AND ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____ day of _____, 20____

By:

(Signature of authorized official)

(Title of authorized official)

AIDEA GENERAL CONDITIONS

APPENDIX A

Agreement No:
Project No:
Date Prepared:

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Article Number and Title

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ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services - Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor's services during the authorized period of performance.

A1.3 Amendment - A written change to this Agreement.

A1.4 Change - A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Executive Director – Executive Director of the Alaska Industrial Development and Export Authority (AIDEA).

A1.6 CONTRACTING AGENCY – Alaska Industrial Development and Export Authority (AIDEA).

A1.7 Procurement Officer - The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR - The firm (person or any business combination) providing services.

A1.9 Contractor's Manager - The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Project Manager – CONTRACTING AGENCY’s representative and the CONTRACTOR’s primary point of contact with the CONTRACTING AGENCY.

A1.11 Funding Agency - An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.12 Notice to Proceed (NTP) - Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.13 Statement of Services - Services and work products required of the CONTRACTOR by this Agreement.

A1.14 Subcontractor - CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given by the Procurement Officer. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of 3 years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

**ARTICLE A12
OFFICIALS NOT TO BENEFIT**

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

**ARTICLE A13
INDEPENDENT CONTRACTOR**

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

**ARTICLE A14
PROSELYTIZING**

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

**ARTICLE A15
COVENANT AGAINST CONTINGENT FEES**

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

**ARTICLE A16
PRECEDENCE OF DOCUMENTS**

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

**ARTICLE A17
ENDORSEMENT ON DOCUMENTS**

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

**ARTICLE A18
OWNERSHIP OF WORK PRODUCTS**

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

**ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the Procurement Officer.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

**ARTICLE A20
CLAIMS AND DISPUTES**

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Procurement Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Procurement Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Procurement Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Procurement Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The Procurement Officer reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Procurement Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Procurement Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Procurement Officer's decision within 90 days, unless additional information is requested by the Procurement Officer. The Procurement Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Executive Director.

A20.5 Procedures for appeals and hearings are covered under 3 AAC 100.590.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24 FEDERAL AID CERTIFICATION (HIGHWAYS) (For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE A25 TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ARTICLE A26 SUSPENSION AND DEBARMENT

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

**ARTICLE A27
ADDITIONAL PROVISIONS**

(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)

A27.1

PROPOSED STATEMENT OF SERVICES APPENDIX B

AIDEA / AEA OFFICE BUILDING REMODEL

INDEX

<u>ARTICLE NUMBER</u>	<u>TITLE</u>
B1	ADMINISTRATIVE REQUIREMENTS
B2	BASIC SERVICES
B3	ADDITIONAL SERVICES
B4	SUPPLEMENTAL PROVISIONS

ARTICLE B1

ADMINISTRATIVE REQUIREMENTS

B1.0 The following conditions and actions are mandatory Administrative Requirements of this agreement except as may be modified or deleted in Article B4.

B1.1 "Using Agency" means the department, division, school district, municipality, etc., that generated the requirement for which services under this agreement are obtained.

B1.2 Builder means the construction contractor hired by the CONTRACTING AGENCY to construct the project.

B1.3 Costs analysis and control is a primary concern of the CONTRACTING AGENCY and the following provisions are included for such purposes.

B1.3.1 The Budgeted Construction Funds are the specified amounts available for construction work and established as a condition of this agreement. The budgeted construction funds do not include the compensation of the CONTRACTOR and his subcontractors, the cost of the land, site investigations, right-of-ways, administrative or other costs which are the responsibility of the CONTRACTING AGENCY, unless otherwise stated herein. The amount of budgeted construction funds for this project is identified in B4 or as modified by amendment to this agreement. This amount includes all on-site and off-site improvements necessary for a complete and operational facility.

Agreement No: 16101

Date Prepared: 1/7/2015

B1.3.2 The Total Estimated Construction Cost is the current estimated cost for all construction work to complete the project scope in accordance with the bid documents. Budgeted construction funds and total estimated construction cost are not always equal.

B1.3.3 Bid Documents prepared by the CONTRACTOR must consist of a basic bid with an estimated cost equal to approximately 90% of the budgeted construction funds and two or more additive alternate bids. The alternate bids must be developed in coordination with the CONTRACTING AGENCY to enable contract(s) award of the basic bid and/or alternates with total estimated costs in the amount of 90%, 100% or 110% of the budgeted construction funds. Such alternates must allow for adjustment of the project scope at the time of contract award without rebidding or redesign being required.

B1.3.4 The CONTRACTING AGENCY may, at its option, obtain an independent estimate of total construction cost based on the CONTRACTOR's design. If such estimate varies significantly from the CONTRACTOR's estimate, then the CONTRACTING AGENCY and the CONTRACTOR shall review discrepancies. If the CONTRACTING AGENCY concludes that changes are required, the CONTRACTOR shall modify the Construction Documents accordingly.

B1.3.5 After Bid Opening, the CONTRACTING AGENCY may exercise any option available to it, including the following:

B1.3.5.1 If the lowest responsive basic bid by a responsible bidder (no alternate bids) exceeds 100% of the budgeted construction funds: increase the budgeted funds and award the construction contract(s); reduce the project scope and require the CONTRACTOR to modify the bid documents for rebid; or rebid the project.

B1.3.5.2 If the lowest responsive basic bid by a responsible bidder (no alternate bids) is within 90% to 100% of the budgeted construction funds: award the contract(s).

B1.3.5.3 If the lowest responsive basic bid plus all additive alternate bids by a responsible bidder is less than 90% of the budgeted construction funds: award the contract(s); increase the project scope and require the CONTRACTOR to redesign and/or

modify the bid documents for rebid; or rebid the project.

B1.3.6 If the CONTRACTOR is required by the CONTRACTING AGENCY, in accordance with the paragraphs referenced below, to modify bid documents following the completion of Construction Documents, an amendment, for such changes, shall include a change in the CONTRACTOR's compensation, only if one of the following conditions exist:

B1.3.6.1 Reference paragraph B.1.3.4, if the lowest responsive basic bid plus all additive alternate bids by a responsible bidder is less than 100% of the total estimated construction cost.

B1.3.6.2 Reference paragraph B1.3.5.1, if the CONTRACTOR specifically addressed in writing to the CONTRACTING AGENCY and established the probability that budgeted construction funds were insufficient for award of the basic bid and no action was taken by the CONTRACTING AGENCY to resolve the matter.

B1.3.6.3 Reference paragraph B1.3.5.3, if the CONTRACTOR specifically addressed in writing to the CONTRACTING AGENCY and established the probability that budgeted construction funds were more than that required for the project and no action was taken by the CONTRACTING AGENCY to resolve the matter.

B1.3.7 If the CONTRACTOR is required to modify design and/or bid documents to meet budgeted construction funds because the bid opening date is delayed, for reasons not the fault of the CONTRACTOR or its subcontractors, more than ninety days beyond a scheduled bid opening date established as a condition of this agreement, an amendment may be negotiated to provide compensation for extra services.

B1.4 Project Staff. The CONTRACTOR shall designate and employ project staff for performance of work. No substitution of identified project staff shall be permitted without the prior approval of the CONTRACTING AGENCY's Project Manager. Should circumstances require substitution of personnel, the CONTRACTOR shall submit for approval the qualifications of all personnel to be substituted, which shall not be unreasonably withheld.

B1.5 A time schedule containing specific calendar dates for completion of identified services and work elements, and a scheduled bid opening

date are requirements of this agreement. The time schedule for design of documents suitable for bidding is identified in B4 or as modified by amendment to this agreement. The Consultant in coordination with the CONTRACTING AGENCY will develop individual work elements dates.

B1.6 The CONTRACTOR shall provide the CONTRACTING AGENCY with a narrative monthly status report for months during which services are performed and in a format approved by the CONTRACTING AGENCY. The reports shall be submitted within seven calendar days following the end of each calendar month. This report shall serve as the agenda for a monthly contract status report meeting/teleconference to be held at a regular date and time during the third calendar week of each month. At a minimum the report will include the following:

1. An action item list.
2. A review of the schedule or schedules for completion of work, the status of each task, with percentage of completion to date by tasks identified in the Notice to Proceed,
3. A narrative by task of contract related activities for the preceding month.
4. Planned activities by task for upcoming month.
5. Projection of the future usage/need for contract funds and or NTP increases or contract amendments.
6. The status of deliverables.
7. Problem areas,
8. New or anticipated action items.
9. Key upcoming events such as inspections, project and public meetings, etc.
10. Attach copies of any supporting documentation such as trip reports, correspondence received from governmental agencies having regulatory jurisdiction over the project, or from public or private entities that could potentially affect the project.

This report shall be submitted in both hard copy and PDF format.

The CONTRACTOR shall be responsible for writing and distributing meeting minutes after each meeting.

B1.7 The following procedures shall be used in the development of the deliverables under this agreement.

B1.7.1 All correspondence, drawings and other documents submitted by the CONTRACTOR must bear the CONTRACTING AGENCY's project number and title and must be signed or initialed by the CONTRACTOR's project manager to acknowledge that the submissions have been checked for accuracy.

B1.7.2 All drawings and specifications for the project must bear uniform project number and title.

B1.7.3 All drawings and specifications submitted for reviews and approvals must be marked "schematic design review set", "design development review set", "construction document review set" or with a similar phrase. The original set used to reproduce the bid documents will be marked and issue dated by the CONTRACTING AGENCY.

B1.7.4 All scaled drawings must be full size and measure 22 inches by 34 inches, including title blocks and borders. All submittals, including but not limited to: drawings, specifications, reports, and cost estimates shall be provided in both hard copy and electronically on compact disc. Electronic drawing files shall be compatible with AutoCAD 2005. All other documents shall be compatible with MS Office 2003. In addition to their native format, all electronic files shall be submitted in PDF format.

B1.7.5 The CONTRACTOR must allow the CONTRACTING AGENCY to use original drawings for reproduction of bid documents.

B1.7.6 The CONTRACTOR shall not subrogate, through the bid documents, any service required of it by this agreement. Specifications addressing third party requirements or instructions such as from a manufacturer, supplier or installer, must also state that the CONTRACTOR must review and approve all such requirements or instructions before compliance by the Builder. Additionally, the specifications must not require performance of any actions by a third party such as a manufacturer, supplier or installer. All such performance must be required of the Builder.

B1.7.7 "Brand name - sole source" or proprietary specifications may not be included in the bid documents except when economically justified by the CONTRACTOR and specifically approved in writing by the CONTRACTING AGENCY. "Brand name or equal" descriptions may be used in

specifications as a means to define the performance or other salient requirements of an item if the specific features of the brand name which establishes the minimum essential characteristics required to satisfy its intended use are clearly stated.

B1.7.8 CONTRACTING AGENCY review of drawings and specifications may generate comments grouped according to the following classifications:

Class I comments pertain to real or potential code or regulation violations and require the CONTRACTOR's response via modification or formal written approval or variance from the regulatory agency (copied to the CONTRACTING AGENCY).

Class II comments pertain to errors, omissions or matters of document coordination and must result in the CONTRACTOR's correction of documents unless satisfactory justification is provided in writing.

Class III comments pertain to matters of design judgment and are offered in a positive manner with the intent of bettering the design result. These comments may be provided as qualified opinions of design professionals for consideration as appropriate. Neither revision of the documents nor any form of response is required by them.

B1.7.9 Review and comments by the CONTRACTING AGENCY shall not be written to affect any time schedules under the provisions of this agreement. Additionally, acceptance of the CONTRACTOR's design and document submissions is not an approval of omissions or oversights by the CONTRACTING AGENCY or of noncompliance with any applicable governmental regulations. The review process is a monitoring device intended to point out those conflicts and errors which are identified by the CONTRACTING AGENCY. The CONTRACTING AGENCY shall not be liable for failure to identify any conflicts or errors. All responsibility of this nature is and must remain that of the CONTRACTOR.

B1.7.10 The CONTRACTING AGENCY will reproduce and distribute bid documents and receive and open bids.

B1.7.11 CONTRACTOR name on Plan Sheets and Documents. No CONTRACTOR logos shall be allowed on any electronic or hard copy document produced for the CONTRACTING AGENCY. The

CONTRACTOR company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the CONTRACTING AGENCY shall include the CONTRACTOR's company name at the bottom right of the first page, cover sheet or title sheet only. CONTRACTOR letterhead shall be allowed only as exhibits in document appendices. The CONTRACTOR name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11x17 plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME:

ARTICLE B2

BASIC SERVICES

B2.0 The CONTRACTOR shall provide all basic services as described within this Article B2 except as may be modified or deleted in Article B4.

B2.0.1 The CONTRACTOR shall use Construction Specifications Institute, (CSI) Masterformat dated 1995 for development of the specification required at each deliverable phase.

B2.0.2 In conjunction with other standards referenced in this Agreement, The CONTRACTOR shall conform with applicable federal, state, and local statutes, ordinances, rules, regulations, and judicial and administrative decisions.

B2.0.3 The design shall conform to the Americans with Disabilities Act (42 U.S.C. sec. 201), Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.

B2.1 Schematic Design Services shall consist of the preparation of drawings and other documents which illustrate the general scope, scale and relationship of project components for approval by the CONTRACTING AGENCY.

B2.1.1 The CONTRACTOR shall review the program furnished by the CONTRACTING AGENCY, if available, to ascertain the requirements of the project and shall confirm such requirements to the CONTRACTING AGENCY.

B2.1.2 The CONTRACTOR shall develop initial design concepts and options for the project in close coordination with the CONTRACTING AGENCY. Unusual structural, mechanical, electrical, communications, sitework, or other features that

may impact costs or use must be identified and the systems selected shall be developed in sufficient detail to permit coordination among design elements. Preliminary construction materials must also be identified.

B2.1.3 Subject to CONTRACTING AGENCY receipt and written approval of the CONTRACTOR's request with proposed itinerary, the CONTRACTOR's project manager and other personnel, as may be designated, shall visit the project site(s) during the schematic design phase.

B2.1.4 The CONTRACTOR shall endeavor to obtain all preliminary reviews or approvals as required by government or private entities which have regulatory authority over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes or privately owned utility companies or other entities which may impose conditions for a project) and from such agencies as may be specifically designed by the CONTRACTING AGENCY.

B2.1.5 The CONTRACTOR shall submit to the CONTRACTING AGENCY a preliminary statement of probable construction cost based on historic area, volume or other unit costs.

B2.2 Design Development Services shall consist of the preparation, from the approved schematic design, for approval by the CONTRACTING AGENCY, drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate.

Services include detailed expansion of the architectural design so that the project's size, appearance, form, construction type, and engineering systems are developed by means of drawings and appropriate written material. Major material selections, equipment items, and quality of finishes shall be identified.

B2.2.1 Drawings and specifications shall specifically include the following items:

B2.2.1.1 Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts including on-site utility, drainage and fire protection systems. The legal description of the site must appear on the site plan drawing.

B2.2.1.2 Exterior elevations reflecting major construction materials and locations of exterior wall openings.

B2.2.1.3 Floor plans for all floors that are not repetitious, reflecting all door and window locations, wall construction, dimensions and room titles.

B2.2.1.4 Structural framing plans sufficiently developed to reflect the intended structural system(s).

B2.2.1.5 Room finish schedule or narrative sufficiently developed to reflect the intended materials, finishes and ceiling heights for all major rooms and spaces.

B2.2.1.6 Mechanical drawings, schedules and diagrams or a narrative sufficiently developed to reflect the intended heating, ventilation and plumbing systems and major mechanical elements to include preliminary equipment layouts.

B2.2.1.7 Electrical drawings, schedules and diagrams or a narrative sufficiently developed to reflect the specific power service, lighting, telephone, fire detection and alarm, security and electronic communications systems and identification of required equipment areas.

B2.2.1.8 Schematic drawing(s) sufficiently developed to reflect compliance with applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, design numbers of fire-rated ceilings/floor and ceiling/roof assemblies, fire zones, paths of egress, capacities, occupant loads, hazard classifications and other pertinent considerations.

B2.2.1.9 Narrative outline of specifications which reflect initial materials and systems selections for each section of the specifications which must follow the Construction Specifications Institute (CSI) Masterformat.

B2.2.2 The CONTRACTOR shall submit to the CONTRACTING AGENCY a further statement of probable construction cost based on projected availability of materials and labor, construction sequence and scheduling, economic tradeoffs, safety and maintenance requirements.

B2.2.3 The CONTRACTOR shall obtain preliminary reviews or approvals as required by government or private entities which have regulatory power over a proposed project (local,

regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes or privately owned utility companies or other entities which may impose conditions for a project) and from such agencies as may be specifically designated by the CONTRACTING AGENCY.

B2.3 Construction Document Services shall consist of the preparation, from the approved design development documents, for approval by the CONTRACTING AGENCY, drawings and specifications setting forth in detail the requirements for construction of the entire project.

B2.3.1 The CONTRACTOR shall prepare a complete set of Construction Documents for the project in accordance with the CSI Masterformat (the term "Construction Documents" as used in this agreement means the bid documents less the bidding requirements and contract forms). Drawings and specifications shall specifically include the following carefully coordinated items:

B2.3.1.1 Civil working drawings to represent graphically on and off-site improvements such as utilities, roadways, bridges, culverts, drainage, grading, excavation, compaction, shoring, underpinning, retaining walls, parking lots and fire extinguisher/water supply systems.

B2.3.1.2 Architectural working drawings, plans, elevations, sections and details, plus notes and schedules, illustrating the design, location, size and dimensions of project components for the purpose of construction.

B2.3.1.3 Structural working drawings which present graphically the complete structural concept of the project and includes plans, sections details, schedules, notes and information necessary to facilitate construction.

B2.3.1.4 Detailed engineering working drawings for heating, ventilating, air conditioning, plumbing work and building fire protection systems and engineering analysis. Mechanical working drawings should include plans, sections, details, schedules, diagrams and notes as necessary to construct the mechanical work.

B2.3.1.5 Detailed engineering drawings for electrical work and engineering analysis. Electrical systems may include power acquisition and generation (on and offsite), major power distribution, interior and exterior lighting, telephone and communication systems, low voltage systems,

direct current applications and emergency and special effects lighting. Electrical working diagrams should include plans, sections, details, schedules, diagrams and notes as necessary to construct the electrical work.

B2.3.1.6 The CONTRACTOR shall ensure the plans and Part 3 Execution of the specifications are coordinated and complete. References to external standards shall be kept to a minimum and shall only be allowed when such standards are normally or routinely used or followed by the applicable construction trade or industry on similarly sized projects. When used, the CONTRACTOR shall supply the CONTRACTING AGENCY with a copy of the standard as part of the design deliverable.

B2.3.1.7 Special Inspection. Plans shall include a statement of the special inspections when required by IBC Chapter 17.

B2.3.1.8 The Contractor shall provide a register of submittals. The register shall be completely coordinated with the CONTRACTING AGENCY's requirements.

B2.3.2 The CONTRACTOR shall submit to the CONTRACTING AGENCY copies of all engineering calculations which establish the size, shape, dimensions and capacity of the work involved and energy calculations in a format approved by the CONTRACTING AGENCY.

B2.3.3 The CONTRACTOR shall obtain final reviews or approvals as required by government or private entities which have regulatory power over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations, and codes or privately owned utility companies or other entities which may impose conditions for the project).

B2.3.4 The CONTRACTOR shall submit to the CONTRACTING AGENCY an estimate of construction period with a statement of conditions upon which the estimate is based for a basic bid and for each alternate.

B2.3.5 The CONTRACTOR shall submit to the CONTRACTING AGENCY, when the Construction Documents are approximately ninety-five percent complete, a further statement of probable construction cost based on changes in materials. Systems or details of construction which occurred following design development approval; known changes in the cost of materials, labor and services since the previous statement; and adjustments for

anticipated changes in the bidding market relative to the project.

B2.4 Bid Services shall consist of the preparation, from the approved Construction Documents, for approval by the CONTRACTING AGENCY, bid documents for obtaining bids and awarding contracts for construction.

B2.4.1 The CONTRACTOR shall assist in the preparation of a complete set of bid documents consisting of the bidding requirements and contract documents. The contract documents include the contract forms, conditions of the contract (general and supplementary), specifications, drawings and addenda. Bidding requirement forms, contract forms and general conditions will be generated by the CONTRACTING AGENCY. Preparation of contract forms, the bid schedule, supplementary conditions and general requirements (Division 1) of the specifications shall be accomplished by the CONTRACTING AGENCY in coordination with the CONTRACTOR. Technical specifications (Divisions 2-16), drawings and addenda shall be developed by the CONTRACTOR and approved by the CONTRACTING AGENCY. All documents and specifications must be complimentary and compatible. Items in the technical specifications which expand or modify the conditions or general requirements must reference the appropriate section number and subparagraph changed.

B2.4.2 The CONTRACTOR shall prepare responses to questions from bidders concerning clarification or interpretations of bidding documents only when requested by the CONTRACTING AGENCY. The CONTRACTOR shall not respond directly to any bidder's questions without specific authorization from the CONTRACTING AGENCY.

B2.4.3 Only when requested by the CONTRACTING AGENCY, the CONTRACTOR shall prepare addenda documents, to be distributed by the CONTRACTING AGENCY during the bidding period, which may include clarifications or supplementary drawings, specifications, instructions and notices of any changes in bidding procedures.

B2.4.4 As requested by the CONTRACTING AGENCY, the CONTRACTOR shall participate in pre-bid conferences; bid opening; review and evaluation of bids; and recommendation for award of contract(s).

B2.5 Construction Services shall consist of providing assistance to the CONTRACTING AGENCY in its administration of the construction

contract commencing with award and terminating following final acceptance of the project and CONTRACTING AGENCY approval of the CONTRACTOR's final invoice for all services throughout the construction phase.

B2.5.1 As requested by the CONTRACTING AGENCY, the CONTRACTOR shall participate in pre-construction conferences with the CONTRACTING AGENCY and successful bidder.

B2.5.2 The CONTRACTOR shall respond to CONTRACTING AGENCY or Builder initiated requests through the CONTRACTING AGENCY for clarifications of the Construction Documents including any inadequacies in the documents. The CONTRACTOR shall prepare appropriate instructions or modifications to the Construction Documents for CONTRACTING AGENCY issuance to the Builder and shall advise the CONTRACTING AGENCY on those matters which may affect the utilization of the project, extra cost or additional time. Services for change orders necessitated by inadequacies in the Construction Documents must be provided by the CONTRACTOR at no additional cost to the CONTRACTING AGENCY.

B2.5.3 The CONTRACTOR shall promptly review, approve or disapprove shop drawings, test results, samples, color selections, and other submissions of the Builder for conformance with the design concept of the project and for compliance with the information given in the contract documents.. The CONTRACTOR shall maintain a submittal log and shall promptly notify the CONTRACTING AGENCY concerning any submittals, or lack of submittals, which may delay construction progress. The CONTRACTOR shall return reviewed submittals to the CONTRACTING AGENCY within seven calendar days of receipt. The CONTRACTOR's approval of submittals must be in writing to the CONTRACTING AGENCY. Approvals must contain a recommendation for credit due the CONTRACTING AGENCY, if appropriate, for Builder substituted items. The CONTRACTOR shall use the following convention when reviewing submittals:

"No Exceptions Taken" – denotes the submittal is generally consistent with the requirements of the Contract Documents. A resubmittal is not required.

"Make Corrections Noted" – denotes the submittal is generally consistent with the requirements of the Contract Documents but only as conditioned by notes and

corrections made on the submittal. A resubmittal is not required provided the construction contractor understands the review comments and desires no further clarification.

"Revise and Resubmit" – denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. The CONTRACTING AGENCY will indicate on the returned submittal what revisions are necessary. A resubmittal is required.

"Rejected" – denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work. The CONTRACTING AGENCY will indicate on the returned submittal the reasons for its rejection. A resubmittal is required.

The CONTRACTING AGENCY will provide the CONTRACTOR with up to ten (10) rubber ink pad review stamps bearing this nomenclature as well as standard disclaimer language. The CONTRACTOR shall return them to the CONTRACTING AGENCY after it grants final acceptance to the Builder.

B2.5.4 Upon notice of substantial completion, the CONTRACTOR shall participate in a detailed final construction inspection with the CONTRACTING AGENCY's designated representative of all architectural, civil, structural, mechanical and electrical aspects of the project. The CONTRACTOR shall assist the CONTRACTING AGENCY's representative in the preparation of a list identifying any deficiencies or items to be accomplished and may be required to participate in final re-inspection of the project with the CONTRACTING AGENCY's representative to ascertain that the corrections have been made.

ARTICLE B3

ADDITIONAL SERVICES

B3.0 The CONTRACTOR shall provide services described within this article B3 or as may be modified or supplemented in article B4 only when: compensation for such services is included in the basis of compensation, Appendix C, and the services are authorized by notice(s) to proceed.

B3.1 Concept Design Services: The CONTRACTOR shall develop a facility program and

conceptual level 10% design in sufficient detail to establish an estimate of probable construction cost for obtaining construction funding. At the completion of Conceptual Design, the CONTRACTOR shall produce an estimate of probable construction cost.

B3.1.1 If alternate sites are identified by the CONTRACTING AGENCY, the CONTRACTOR shall include the feasibility and development costs for each site. The CONTRACTOR shall evaluate and shall include relevant site specific issues and programming changes that may affect the scope and cost of the facility.

B3.1.2 The CONTRACTOR's estimate of probable construction costs shall be used to develop the Budgeted Construction Funds. Include in the concept submittal a brief design narrative, figures, cost estimates, and supportive data. Identify all permit requirements and issues affecting the project, scope, schedule and budget implications, and submittal deadlines.

B3.2 Perform a Preliminary Energy Audit in a format approved by the CONTRACTING AGENCY. If the preliminary audit discloses opportunities for energy conservation, the CONTRACTOR shall develop and submit to the CONTRACTING AGENCY a proposal to perform a detailed audit to identify technical solutions and the economic payback of those solutions.

B3.2.1 If the CONTRACTING AGENCY accepts a proposal submitted in accordance with paragraph B3.2, an amendment to this agreement for performance of a detailed energy audit must be executed.

B3.2.2 If a detailed energy audit identifies economical solutions to conserve energy, the CONTRACTOR and the CONTRACTING AGENCY may execute an amendment for preparation of the necessary design and inclusion of such design requirements in the bid documents within the basic bid or as additive alternates.

B3.2.3 Life Cycle Costs and Energy Consumption Forecast. Provide Life Cycle Cost Analysis for HVAC systems and an Annual Energy Consumption Forecast. Develop an estimate of total building annual gas and electric utility costs based upon energy rates at the time of analysis, suitable to assist the Using Agency with its preparation of legislative requests for operating funding. Prepare Life Cycle Cost Analysis for HVAC systems with consideration of first cost,

operating labor and materials costs, and annual energy consumption. Focus analytic efforts to optimize capital investment and avoid recurring energy and operating costs.

Create a computer module to estimate Annual Energy Consumption Forecast baseline for the building in terms of kilowatts and BTUs. Input salient building parameters and model the building using the final system design choices based on Life Cycle Cost Analysis. Format results so that actual energy costs may be compared to the forecast after the first year of full operation to check for operating discrepancies.

B3.3 Attend meetings and make presentations of materials prepared under this agreement to groups (including public hearings) and individuals as specified by the CONTRACTING AGENCY to facilitate review and obtain required approvals. Prior approval of the method of presentation shall be obtained by the CONTRACTOR from the CONTRACTING AGENCY's project manager.

B3.4 Provide detailed estimates of construction cost in a typed format, acceptable to the CONTRACTING AGENCY, which consists of estimated costs for design components or functional parts, elements or subsystems. Such estimates shall be revised, updated and provided with schematic design, design development and construction document submittals. Estimates must include the costs for all materials, labor, tools, equipment and services needed for the work plus an estimate of the Builder's overhead and profit. The costs of any labor, materials and equipment furnished by the CONTRACTING AGENCY for the project shall be separately identified at current market rates including a reasonable allowance for overhead and profit.

B3.5 Provide on-site construction observations with the CONTRACTING AGENCY's designated representative and, at mutually determined times during construction, assist CONTRACTING AGENCY inspectors and determine if work is proceeding in accordance with the contract documents. A written report of each visit must be submitted to the CONTRACTING AGENCY. The CONTRACTOR shall endeavor to guard the CONTRACTING AGENCY against defects and deficiencies in the work of the Builder(s); however, the CONTRACTOR shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he shall not be responsible for the Builder's failure to

carry out work in accordance with contract documents.

3.5.1 IBC Special Inspections. Develop a special inspection plan and obtain approval by the authority having jurisdiction. Provide IBC Special Inspections as required by code. Provide these services when authorized by the CONTRACTING AGENCY. Document the results of the inspections and submit to CONTRACTING AGENCY.

3.5.2 Contractor shall perform quality assurance material testing to verify Builder's quality control testing when requested by the CONTRACTING AGENCY.

B3.6 Prepare a set of reproducible mylar record prints of drawings showing significant changes in the project made during the construction process based on marked-up prints, drawings and other data prepared by the Builder and Builder's subcontractors and furnished by the CONTRACTING AGENCY

B3.7 Environmental. Determine if an environmental evaluation of the project is required by federal or state laws or regulations. If any such requirement not identified by the CONTRACTOR causes delays to project completion, all costs resulting from such delays shall be incurred by the CONTRACTOR.

B3.7.1 Prepare a phase 1 environmental assessment of the project: obtain federal, state and local review which must be obtained in accordance with applicable laws and regulations: and, revise as necessary.

3.7.2 Based on the Findings under 3.7.1, perform a phase II site assessment. If authorized, the phase II assessment(s) may include sampling and laboratory analyses. The Phase I and II assessments shall be performed in conjunction with the concept design phase services.

B3.7.3 Prepare an environmental impact statement (EIS) for the project; obtain federal, state and local reviews which must be obtained in accordance with applicable laws and regulations; revise as necessary; prepare any necessary design requirements; and, include such design requirements in the bid documents within the basic bid or as additive alternates. (If the need for the EIS is determined in accordance with paragraph B3.7, an amendment must be executed to include the EIS under the provisions of this agreement).

B3.7.4 Determine if the proposed project site is listed or would possibly be eligible for the (federal) National Historic Register. Coordinate with the Alaska Department of Natural Resources to determine if the department desires to survey the site for historic, prehistoric, or archeological value in accordance with Alaska Statute 41.35.070. Obtain written site clearance or a statement or non-concurrence explaining the reasons therefore, from the State of Alaska Historical Preservation Officer.

B3.8 Platting: Prepare a plat for the facility site, including but not limited to necessary surveying, the preparation of supporting documents and drawings. Coordinate with the local authority having jurisdiction to produce a recorded plat for the property.

B3.9 Surveying. Provide a ground based topographic survey of the selected site. Survey shall tie into existing horizontal and vertical control. Elevations shall be measured at sufficiently close intervals to provide documentation of approximately one-foot contours over the area of the site to the adjacent structures or centerlines. Existing improvements, utilities visible from the surface, prominent vegetation, and other items of interest shall be located. Invert elevations and pipe sizes shall be measured on utilities accessible from the surface. Finish floor elevations shall be measured on all buildings. Abandoned utilities, poles, concrete pads or other observed evidence of past development shall be located. Two temporary monuments shall be located or established on the site to provide the horizontal and vertical control for new construction. Test hole locations shall be documented.

B3.10 Plot Plans: Provide design and as-built plot plans for the facility and obtain approval of each by the authority having jurisdiction.

B3.11 Geotechnical Engineering Services. The CONTRACTOR shall provide services in support of the structural and foundation design, and civil infrastructure components of the project. The CONTRACTOR shall develop the soils boring program and prepare a soils boring plan with specifications. The CONTRACTOR shall review any existing and preliminary subsurface investigation data and reports available from the CONTRACTING AGENCY and establish additional subsurface investigation requirements. The CONTRACTOR shall develop a scope of work for subsurface investigations and perform field investigations. The CONTRACTOR shall produce a final geotechnical engineering report in accordance

with the DOT&PF Engineering Geologist and Geologic Exploration Procedural Manual 2007, downloadable on DOT&PF website at Statewide Design & Engineering Services under Statewide Materials.

3.12 Landscape Architecture. The CONTRACTOR shall utilize a Landscape Architect for the development of designs and related services described or indicated herein for the landscape design. Included in this shall be, yet not limited to, a design analysis, evaluation (maintenance and cost) and plant selection for the work area indicated. The Landscape Architect drawings shall include, at a minimum, a site plan drawing and other drawings necessary to present the landscape design area. The landscape site plan drawing shall show all minimum required information listed above, as well as, planting locations, identifying plants to be installed, existing site features, to be preserved, proposed irrigation system and location of new landscape amenities. Include in the submission any drawings necessary to describe details for paving, planting, general site and accent lighting, retaining walls, benches, irrigation system, etc

B3.13 Commissioning Activities. Provide start up assistance to include on-site observations; assistance in the operation of building systems during initial occupancy and subsequent periods until proper operations are established responsibilities for corrective measures or procedures as may be needed. Provide written reports of the functional performance testing and document the tests performed, the results, and note corrective actions that are taken. Include items requiring additional corrective action on the formal checklist for Builder's action.

B3.13.1 Provide Commissioning Specifications for the project including but not limited to:

- a. Division 01 specifications outlining commissioning requirements for the Builder's performance. Specifications shall require the Builder to coordinate and document commissioning activities, to schedule commissioning tasks, to provide a Schedule of Values of commissioning tasks, to submit test forms and completed checklists, and to submit training syllabi with a training schedule.
- b. Include the following in Division 01 Commissioning Specifications:
 - i. A Master Commissioning Signoff Log identifying equipment and systems to be commissioned,

- ii. Detailed requirements and schedule for Builder's submittal of O&M Manuals
- c. Division 15 and 16 commissioning specifications to require specific commissioning activities in coordination of commissioning references in Division 01 and the other divisions.

B3.13.2 Commissioning Checklists and Submittal Review: Provide detailed checklists and review Builder's commissioning submittals as follows:

- i. Prepare Pre-functional Checklists and Functional Performance Test checklists based on the Master Commissioning Signoff Log that identifies equipment and systems to be commissioned. Prepare checklists for Division 15, Division 16, and any specialty systems based on approved submittals & O&M Manual data.
- ii. Review Builder's commissioning CPM schedule and Schedule of Values.
- iii. Review completed Pre-Functional Checklists after Builder completes the installation.
- iv. Review Builder's training schedules and syllabi.

B3.14 Serve as a member of an art advisory committee to determine specific sites for work(s) of art and the scale and type of artwork most appropriate for the project.

B3.14.1 Coordinate with artist(s) approved by the CONTRACTING AGENCY to identify installation, structural, utility or other service requirements for selected work(s) of art and assure that all such requirements are integrated into the bid documents.

B3.14.2 Coordinate and participate in the artist selection and the commissioning, production, delivery, and installation of the Work(s) of art in coordination with the CONTRACTING AGENCY's Project Manager.

3.15 Building Automation Systems. The CONTRACTOR shall provide by performance specification the complete detailed and functional designs for the Building Automation Systems to serve the facility. Provide contract allowances for a Direct Digital Control (DDC) system and computerized Maintenance Management System (CMMS), in both design and construction.

3.16 Furniture Fixtures, and Equipment (FF&E). The CONTRACTOR shall provide services for the planning and design of FF&E for the new facility. Equipment associated with the work of this section is normally referred to as Group II – Major Moveable Equipment. This equipment shall be defined as not fixed-in-place, and may be floor mounted or countertop mounted, and is not installed by the Builder. (The CONTRACTOR shall incorporate fixed-in-place Group I equipment into the design as incidental to the scope for the design of the facility.) Work shall include the detailed inventory of existing equipment, if any, to enable planning and integration of existing equipment to be relocated to the new facility. The identification and programming of specialized equipment and furniture items shall be included in this effort. Furniture and equipment lists shall be provided for separate procurement actions. Design drawings and room schedules shall reflect the size and

location of selected FF&E. The delivery, access, setup and support requirements (electrical power, water, drains, etc.) for FF&E shall also be addressed during design.

3.17 System Operations and Maintenance Manuals. Prepare written narratives and supplemental materials for each mechanical and electrical system to enhance the operations and maintenance (O&M) manuals provided by the Builder. Where appropriate, include one-line drawings extracted from the design to better communicate the concepts. If requested, also collaborate with the users and assist with the development of emergency action procedures.

ARTICLE B4

SUPPLEMENTAL PROVISIONS

B4.0 This contract is for the programming, design, construction assistance, and related services to be provided by the CONTRACTOR for the renovation of the AIDEA/AEA Office Building.

The Alaska Industrial Development and Export Authority (AIDEA) and the Alaska Energy Authority (AEA) are public corporations of the State of Alaska. Both Authorities are collocated in AIDEA's office building at 813 West Northern Lights Blvd. in Anchorage, Alaska. AIDEA's mission is to "promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment". AEA's mission is "reduce the cost of energy in Alaska". The Authorities have about 85 staff and 21 vacant positions at present.

AIDEA's building is a three story brick and glass structure (about 31,800 SF), was constructed circa 1973 and is showing its age. AIDEA recently purchased an adjacent property (Blues Central) consisting of two parcels on the west side of the main building. AIDEA also owns three parcels on the north side of W. 27th which are used for parking.

B4.0.1 The following services are needed for the remodel of the AIDEA/AEA office building:

- 1) Support the consolidation of staff from leased space into the main building, relocation of a Conference Room, and to address security concerns with the building and site.
- 2) Survey the condition of building systems and design upgrades for the HVAC system, plumbing, and electrical systems. The building's systems are over 40 years old and need replacement/repair to extend the life of the building.
- 3) Assist AIDEA in determining whether to reuse or demolish the Blues Central building.
- 4) Prepare conceptual designs and a cost estimate for AIDEA Board approval.

- 5) Subject to future board approval, prepare construction documents suitable for public procurement.
- 6) Construction will be phased to minimize disruption to operations.

B4.1 Reference B1.7.4, delete sentences "Electronic drawing files shall be compatible with AutoCAD 2005. All other documents shall be compatible with MS Office 2003.", and replaced with "Electronic drawing files shall be compatible with AutoCAD 2010. All other documents shall be compatible with MS Office 2010."

B4.2 Reference B1.4, the Project Staff identified under this agreement are:

<u>Name</u>	<u>Project Responsibilities</u>
.	Contract Manager
.	Project Manager
.	Civil Engineering
.	Mechanical Engineering
.	Structural Engineering
.	Electrical Engineering
.	Project Architect
.	Cost Estimating

B4.3 Miscellaneous Services as Directed. The Contractor shall provide minor miscellaneous work items as directed that may not be known initially, or may be added by amendment.

B4.5 **CM/GC Support Services.** Provide support for the Construction Manager/General Contractor (CM/GC) process. During the design (pre-construction) phase, the CONTRACTOR shall work with the CONTRACTING AGENCY and the CM/GC Builder at the end of each of the three phases to review the CM/GC Builder's estimated price, compare it to the CONTRACTORS estimate, reconcile the differences, then work with the CM/GC Builder, CONTRACTING AGENCY, and Using Agency to align the estimated cost with the budgeted construction funds and project scope. CONTRACTING AGENCY will review the CONTRACTORS and CM/GC Builder's estimates, the results of the reconciliation, and the advice of both, then determine the probable project cost the Builder and CONTRACTOR are to use going

forward with the project. Provide other services in connection with the CM/GC process as directed by the CONTRACTING AGENCY.

B4.6 CM/GC Pricing: Reference B1.3.2. to B1.3.7: Delete these paragraphs in their entirety and replace them with the following:

“B1.3.2 The Total Estimated Construction Cost is the current estimated cost for all construction work to complete the project scope in accordance with the Construction Documents. Budgeted construction funds and total estimated construction cost are not always equal. The total estimated construction cost is also defined as the Guaranteed Maximum Price (GMP). The GMP includes the Builder's general condition costs, self-performed work costs, sub-contract costs, allowances, contingencies, and fixed fee. The CONTRACTOR shall coordinate with the CONTRACTING AGENCY to further define the terms of the GMP prior to the completion of Conceptual Design.

B1.3.3 to B1.3.7: Not Used”

B4.7 Masterplanning. CONTRACTOR shall prepare a strategic long range masterplan that balances and harmonizes all elements to achieve full development potential. The CONTRACTOR shall coordinate several options for the CONTRACTING AGENCY's use that incorporate both visionary and practical development options.

B4.9.0 Building Information Modeling (BIM) Services. The Contractor shall develop, manage, and coordinate use of a BIM model for this project. The Project Team defined as Contractor, Contracting Agency, Contractor's subconsultants, CM/GC Builder, and relevant third parties agree to share their BIM area of knowledge relevant to this Project and look at the BIM as a potential cost-savings and schedule improvement tool during the entire duration of the Project. During the design phases of the Project, Spatial and design Coordination by the Architect shall occur through use of the model. The Contractor shall allow the CM/GC Builder to use the BIM to develop construction coordination, clash detection, construction phasing analyses and other type of analyses.

B4.9.1 Modeling Goals

To the greatest extent practical, all Project information should be developed and maintained through the use of the BIM. Constructability and

cost information shall be derived from the model; conflict resolution shall occur through the model. If possible, the shop drawings shall be submitted and reviewed through the model, and the model shall be kept current to reflect as construction conditions.

Throughout the design and construction phases, BIM shall be utilized to develop a parametrically coordinated project.

1. Throughout the pre-construction phases, the Contractor's project design software shall be utilized to develop and model the design of the project, to tag material components, systems and/or assemblies, and for 2-D and 3-D presentations. During construction, the Contractor shall develop, model and incorporate relevant approved change order sketches (SK's). Prior to achieving Final Completion of construction the Contractor shall incorporate all recorded (as-built) conditions into the model. (NOTE: Approved shop drawings and submittals will not be included into the model).
2. During the pre-construction phases, the CM/GC Builder will use the Contractor's model to generate quantity takeoffs for estimating purposes, and develop periodic clash reports. During construction, the CM/GC Builder will provide virtual scheduling with updates, and utilize the upgraded models during coordination meetings to inform tradesmen of affected phases of construction.

B4.9.2 Software:

The project shall be designed and implemented using Building Information Modeling software (BIM) and subsidiary models as may be necessary for design, fabrication and construction. All subsidiary models must be interoperable and support robust exchange with the BIM software.

General Requirements:

- A) All model deliverables shall be saved and delivered in their native format (i.e., .rvt for Revit, .pln for ArchiCAD, etc.) and in IFC format, .dwg and .dwt format, .nwd, .nwf, .nwc as required and placed on the required FTP site for the entire project team to review.
- B) The project team shall have access to the current model on the FTP site throughout the

design, pre-construction and construction phases.

C) A team approach is required for the BIM process. The model shall be used simultaneously with different parties for different tasks. For example, as part the integration and virtual coordination scope of work, the Contractor shall make design files available to the CM/GC Builder who will integrate all 3D content into the NavisWorks JetStream v5 (or approved equal) application to satisfy the CM/GC Builder modeling goals. The Contractor and CM/GC Builder will work collaboratively to resolve all detected clashes and develop an end product model that represents a fully workable, constructible project; with phasing projected and linked to the virtual schedule. If early packages are bid, it is understood that the model may not be fully developed for those work elements (i.e., substructure, superstructure and under-slab utilities); however, the end product model that will be used for final bids shall be complete and approved by the Contracting Agency.

1. Physical conflicts exceeding the specified tolerance of 0.5 inch (to be adjusted in consultation with the project design team and Contracting Agency) shall be documented and provided to the Architect for review.
2. All adjustments to resolve conflicts, as determined by the design team, shall be incorporated in the 3D model before a new integration and clash detection iteration is performed.
3. Attendance at specific coordination meetings with the Project Team is required.
4. The Contractor and the CM/GC Builder will be responsible for updating the Contracting Agency on the status of the model coordination, virtual scheduling and quantity takeoffs in a bi-monthly BIM report.

B4.9.3 Communication and Management:

The Contractor shall appoint a **Model Administrator**. The Model Administrator shall be responsible for receiving modeling information from the team and incorporating the information into a master Building Information Model. Unless otherwise agreed, the Model Administrator shall host and manage the modeling information. Each party is responsible for maintaining any individual design or analysis models and providing their modeling information, at appropriate intervals.

An FTP site shall be provided by the Contractor.

B4.9.4 Building Information Model Workshop

The project team (or Contractor) shall develop detailed protocols for the use of BIM on this Project.

Among other things, the protocols developed shall:

- Specify where and how the model will be maintained
- Specify protocols on how changes will be communicated among the team members for model integrity
- Specify protocols for version control, roll-back, gate keeping, and archiving
- Specify the level of detail that will be modeled and incorporate allowances for differing construction tolerances
- Specify when and how information regarding constructability and cost will be derived from the models
- Specify when and how scheduling and 4D will be supported by the models
- Specify if and how RFIs (Requests for Information), clarifications, shop drawing and submittal information will be reviewed and incorporated into the model
- Specify when and how conflict resolution sessions will occur
- Specify how the BIM will be updated and function as a Record BIM; and
- Specify what design information, if any, must be developed or maintained outside of the BIM.

4.10 Building Survey/Site Investigation

Provide building condition survey and structural analysis of the existing building at the site. Provide Hazardous Materials Inventory on the building and prepare site environmental brief.

4.11 Peer Review. Upon request, provide technical peer review of design plans and specifications. Anticipated services include: Mechanical Engineering, Electrical Engineer, and Object Security Consulting Services. The exact scopes of work shall be agreed upon in email form and allocated individually by an increase designated via an NTP.

4.12 Tenant Improvement Design. Upon request, provide TI design and engineering services. The exact scopes of work shall be agreed upon in email form and allocated individually by an increase designated via an NTP.